

## **Section H**

# **Special Contract Requirements**

## **Part I – The Schedule**

### **Section H – Special Contract Requirements**

#### **H.01 CONTRACTOR ENVIRONMENTAL, SAFETY, AND HEALTH REQUIREMENTS**

The Contractor shall take all reasonable precautions in the performance of the work under this contract to protect the environment and the safety and health of employees and of members of the public. Contractor shall comply with all applicable local, state, and Federal laws, codes and regulations including but not limited to, the National Electrical Safety Code, the Occupational Safety and Health Act, the National Environmental Policy Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation, and Liability Act, the Clean Air Act, the Clean Water Act, and the Toxic Substances Control Act.

Certified oil analysis documentation to identify non PCB concentration in the oil will be provided to the Contracting Officer (CO) for filing with Office of Facilities Services, Administrative Officer.

[www.epa.gov.epphome/lawreg.htm](http://www.epa.gov.epphome/lawreg.htm) [www.ohsa.gov](http://www.ohsa.gov)

#### **H.02 SAFETY AND HEALTH**

(a) The Contractor shall conduct all work according to Occupational Safety and Health Administration (OSHA) regulations for General and Construction particularly 29 CFR 1910 and 20 CFR 1926. Particular attention shall be paid to the following: fall protection; use of mechanized equipment; and electrical power transmission safety. The Contractor shall submit to the CO:

- A safety hazard analysis addressing the major risks of the work before work begins.
- Crane inspection documentation before work begins.
- Competent person's name to perform oversight of the project.

The following OSHA major sections shall apply:

1. Site and Worker Safety (29 CFR 1926, Subpart C)
2. Protection for Worker Safety, Health and Environment (29 CFR 1926 Subpart D)
3. Hand and Power Tools (29 CFR 1926 Subpart I)
4. Personal Protective Equipment (29 CFR 1926 Subpart E)
5. Signs, Signals and Barricades (29 CFR 1926 Subpart G)
6. Materials Handling, Storage Use and Disposal (29 CFR 1926 Subpart H)
7. Electrical Safety (29 CFR 1926 Subpart K)
8. Fall Protection (29 CFR 1926 Subpart M)

9. Cranes, Hoists, and Conveyors (29 CFR 1926 Subpart N; ANSI B 30)
10. Motor Vehicle and Mechanized Equipment (29 CFR 1926 Subpart O)
11. Power Transmission, Distribution (29 CFR 1926 Subpart V)
12. Welding and Cutting (29 CFR 1926 Subpart J)
13. Stairways and Ladders (29 CFR 1926 Subpart X)
14. Toxic and Hazardous Substances (29 CFR 1926 Subpart Z)

### H.03 FASTENERS OR BOLTS

All fasteners or bolts shall be in conformance with ASTM specifications. The Contractor shall comply with the Fastener Quality Act of 1990, P.L. 101-592 and regulations promulgated thereof. See Attachment A, Section J, List of Attachments.

H. 04.

**FAR 52.225-3 Buy American Act -- North American Free Trade Agreement- (PMA Deviation)(AUG 2002)**

(a) *Definitions.* As used in this clause--

"Component" means an article, material, or supply incorporated directly into an end product.

"Cost of components" means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic end product" means--

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End product" means those articles, materials, and supplies to be acquired under the contract for public use.

"Foreign end product" means an end product other than a domestic end product.

"North American Free Trade Agreement country" means Mexico.

"North American Free Trade Agreement country end product" means an article that--

(1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"United States" means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) *Components of foreign origin.* Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(c) *Implementation.* This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the North American Free Trade Agreement Implementation Act (NAFTA) (19 U.S.C. 3301 note), by providing a preference for domestic end products, except for certain foreign end products that are NAFTA country end products .

(d) *Delivery of end products.* The Contracting Officer has determined that NAFTA applies to this acquisition. Unless otherwise specified, this trade agreement applies to all items in the Schedule. The Contractor shall deliver under this contract only domestic end products except to the extent that, in its offer, it specified delivery of foreign end products in the provision entitled "FAR 52.225-4 Buy American Act -- North American Free Trade Agreement-Certificate (PMA Deviation)(XXX 2002)" If the Contractor specified in its offer that the Contractor would supply a NAFTA country end product , then the Contractor shall supply a NAFTA country end product, or, at the Contractor's option, a domestic end product.

(End of clause)

H.05.

**FAR 52.225-4 Buy American Act -- North American Free Trade Agreement- Certificate (PMA Deviation)(AUG 2002)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product (as defined in the clause of this solicitation entitled "FAR 52.225-3 Buy American Act -- North American Free Trade Agreement- (PMA Deviation)" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(b) The offeror certifies that the following supplies are NAFTA country end products as defined in the clause of this solicitation entitled "FAR 52.225-3 Buy American Act -- North American Free Trade Agreement- (PMA Deviation):"

NAFTA Country End Products:

Line Item No.:	Country of Origin:

*[List as necessary]*

(c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "FAR 52.225-3 Buy American Act -- North American Free Trade Agreement- (PMA Deviation)." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.:	Country of Origin:

*[List as necessary]*

(d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

H.06.

**FAR 52.225-5 Trade Agreements (PMA Deviation)(AUG 2002)**

(a) *Definitions.* As used in this clause --

"Designated country" means any of the following countries:

Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark, Djibouti, Equatorial Guinea,

Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Iceland, Ireland, Israel, Italy, Japan, Kiribati, Korea- Republic of, Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda, Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

"Designated country end product" means an article that--

(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"End product" means those articles, materials, and supplies to be acquired under the contract for public use.

"North American Free Trade Agreement country" means Mexico.

"North American Free Trade Agreement country end product" means an article that--

(1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"United States" means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

"U.S.-made end product" means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

(b) *Implementation.* This clause implements the Trade, Agreements Act (19 U.S.C. 2501, *et seq.*) and the North American Free Trade Agreement Implementation Act of 1993, (NAFTA) (19 U.S.C. 3301 note), by restricting the acquisition of end products that are not U.S.-made, designated country, or NAFTA country end products.

(c) *Delivery of end products.* The Contracting Officer has determined that the Trade Agreements Act and NAFTA apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made, designated country, or NAFTA country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled "FAR 52.225-6 Trade Agreements Certificate (PMA Deviation)(AUG 2002)."

(End of clause)

H.07.

**FAR 52.225-6 Trade Agreements Certificate (PMA Deviation)(AUG 2002)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision is a U.S.-made, designated country, or NAFTA country end product, as defined in the clause of this solicitation entitled "FAR 52.225-5 Trade Agreements (PMA Deviation)(AUG 2002)."

(b) The offeror shall list as other end products those supplies that are not U.S.-made, designated country, or NAFTA country end products.

Other End Products:

Line Item No.	Country of Origin:

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for those products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.



(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

"Domestic construction material" means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

"Foreign construction material" means a construction material other than a domestic construction material.

"North American Free Trade Agreement country" means Mexico.

"North American Free Trade Agreement country construction material" means a construction material that--

(1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

"United States" means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

*(b) Construction materials.*

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act and the North American Free Trade Agreement (NAFTA) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country and NAFTA country construction materials.

(2) The Contractor shall use only domestic, designated country, or NAFTA country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: \_\_\_\_\_  
[Contracting Officer to list applicable excepted materials or indicate "none"]

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. ;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act .

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Constructi on material description	Unit of meas ure	Qu ant ity	Price (dollars) *
<i>Item 1</i>			
Foreign constructio n material			
Domestic constructio n material			
<i>Item 2</i>			
Foreign constructio n material			
Domestic constructio n material			